

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **JONAS BAILLARGEON**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **DETTAH, NT**.

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

- and -

**JONAS BAILLARGEON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(f) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #510, Dettah, NT shall be terminated on May 31, 2012 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of May, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **JONAS BAILLARGEON**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**

Applicant/Landlord

-and-

**JONAS BAILLARGEON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 3, 2012

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Rose Black, representing the applicant  
Jonas Baillargeon, respondent

**Date of Decision:** May 8, 2012

### **REASONS FOR DECISION**

The applicant alleged that the respondent had repeatedly caused damage to the rental premises and sought an order terminating the tenancy agreement and evicting the tenant. The premises are subsidized public housing.

The applicant provided five work orders outlining repairs made to doors and windows from June to August, 2011. A letter dated April 2, 2012 to the respondent noted that both the door and window were again damaged and indicated that the applicant would be seeking an order terminating the tenancy agreement. The applicant also stated that the electricity bill for the premises had not been paid in six months and the account was about to be disconnected.

The respondent stated that he had come home on New Years's Day extremely intoxicated. He testified that persons broke into the house when he was there, assaulted him, discharged a fire extinguisher and threw it through a window. He stated that he had reported the matter to the police but could not identify the persons due to his intoxicated state or clearly remember the incident. The applicant stated that she had heard of the New Years Day incident and that the respondent was not charged for those damages. The damages in question did not occur on New Years Day but occurred in the summer of 2011 and most recently in April, 2012. The applicant stated that the same type of incidents had caused the other damages too. The respondent acknowledged that he had a problem with alcohol.

I find it difficult to accept that all of the door and window damages were caused by others who were not permitted in the premises by the respondent and who forced their way into the house. I believe that it is reasonable to assume that if the respondent could not clearly remember the New Years Day incident, he has a similar problem recounting how the other damages occurred. On March 21, 2012 while repairing the door, the maintenance man reported that the respondent was fighting with his girlfriend. His failure to pay for electricity is another indication of his lack of responsibility as a tenant. On the balance of probabilities, I believe that the repeated door and window damage was caused by the tenant or persons permitted in the premises by the tenant.

Public housing is expensive enough to maintain without the added expense of repairs of tenant caused damage. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue terminating the tenancy agreement on May 31, 2012. An eviction order to be effective on June 1, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer